



REPORT/RECOMMENDATION

To:	MAYOR AND COUNCIL	Agenda Item	<u>Item No. IV.E</u>
From:	Solvei Wilmot Environmental Health Specialist/ Recycling Coordinator	<input checked="checked" type="checkbox"/>	Action
		<input type="checkbox"/>	Discussion
Date:	October 2, 2012	<input type="checkbox"/>	Information
Subject: One-year extension of the city facilities refuse and recycling collection contract with Aspen Waste			

ACTION REQUESTED:

Extend the contract with Aspen Waste Systems for refuse and recycling collection service for City owned facilities. Aspen Waste Systems has agreed to continue the collection service for one year at the current rate.

INFORMATION/BACKGROUND:

The City of Edina currently has a contract with Aspen Waste systems to collect and handle the recycling and refuse from 19 City owned facilities. The current contract was for 2010 through 2012, with an option for a one year extension. Aspen has provided excellent service and has responded promptly to the need for changes when requested. The current annual collection cost is \$27,000.

ATTACHMENTS:

Contract

Bid Form

2010-2011 Schedule of Edina City Properties Refuse and Recycling Collection

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Location	Pick-ups per Week	Number & Size containers	Months of Service	Monthly cost	Annual Cost	Extra Pick up
Edina City Hall 4801 W. 50th St	*3/wk Refuse (**T,TH,S)	1-3 Yard Dumpster	12	139	1668	25
	1/wk Cardboard/office paper (W)	1-3 Yard Dumpster	12	25	300	15
	1/wk ***Rigids	1- 96 Gal. cart	12	20	240	15
Edina Art Center 4701 West 64th St	1/wk Refuse (T)	1-2 Yard Dumpster	12	34	408	20
Edina Public Works 7450 Metro Blvd	3/wk Refuse (M,W,F) south outside	2-3 Yard Dumpster	12	355	4260	35
	EOW/wk Refuse (W)	2-4 Yard Dumpster	5.5			35
Hours M-F 7-3:30 p.m.	2/wk recycling	2-4 Yard Dumpster	12	105	1260	15
					240	15
Edina Fire Station #1 6250 Tracy Avenue	1/wk Refuse (W)	1-2 Yard Dumpster	12	39	468	20
	****2/mo Rigids	1-96 Gal. Cart	12	15	180	15
	2/mo Newspaper, mixed paper	1-2 Yard Dumpster	12	15	180	15
Edina Fire Station #2 7335 York Ave	1/wk Refuse (T)	1-96 Gal. Cart	12	13.9	166.8	15
	2/mo Rigids	1-96 Gal. Cart	12	7.5	90	15
	2/mo Newspaper, mixed paper	1-96 Gal. Cart	12	7.5	90	15
Braemar Ice Arena 7501 S. Highway 169	3/wk Refuse (M,W,F)	1-6 Yard Dumpster	12	85	1020	25
	2/mo Rigids and Mixed paper (Th)	2-96 Gal. cart	12	15	180	15
	1/wk Cardboard (Th)	1-2 Yard Dumpster	12	20	240	15
Courtney Baseball Fields Braemar Blvd & Valley View Rd	2/wk (T,F 4/1-8/1)	2-4 Yard Dumpster	4	150	600	35
	1/wk (8/1- 11/1) Remove 11/1	2-4 Yard Dumpster	3	70	210	35
	2/mo Cardboard (4/1-9/1) Remove 9/1	1-4 Yard Dumpster	5	14	70	15
Edina Golf Dome 7420 Braemar Blvd	1/wk Refuse (11/1-4/30)	1-2 Yard Dumpster	6	35	210	20
	1/wk Rigids (11/1-4/30)	1-96 Gal. Cart	6	20	120	15
	Remove both 4/30					
Braemar Maint. Building 7400 Braemar Blvd	3/wk Refuse (M,W,F 4/1-10/31)	1-6 Yard Dumpster	6	150	900	25
	On Call -Refuse (11/1-3/31)			15		15
Braemar Club House 6364 John Harris Drive	3/wk Refuse (T,TH,S 4/1-9/30)	1-8 Yard Dumpster	6	235	1410	25
	1/wk Refuse (M 10/1-4/1)		6	70	420	25
	1/wk Rigids	3-96 Gal. Carts	12	25	300	15
	1/wk Cardboard (M 6/1-3/31)	1-4 Yard Dumpster	10	30	300	15
	2/wk Cardboard (W,S 4/1-5/31)		2	70	140	15

2010-2011 Schedule of Edina City Properties Refuse and Recycling Collection

Location	Pick-ups per Week	Number & Size containers	Months of Service	Monthly cost	Annual Cost	Extra Pick up
Kenneth Rosland Park 66th & Valley View Rd (by back parking lot)	4/wk (M,T,Th,S 4/15-10/31)	1-6 Yard Dumpster	7	235	1645	25
	Remove 10/31					
Edina Aquatic Center 4301 West 66th St. (early morning pick up)	4/wk Refuse (M,T,TH,S 4/15-9/1)	1-4 Yard Dumpster	4.5	239	1075.5	20
	1/wk Cardboard (4/15-9/1)	1-2 Yard Dumpster	4.5	25	112.5	15
	1/wk Rigid (6/1-9/1)	3-96 Gal Cart	3	25	75	15
	Remove 9/1					
Edina Senior Center & Library 5280 Grandview Square	1/wk Refuse	1-2 Yard Dumpster	12	37	444	20
	1/wk Cardboard/paper/paperback books	1-3 Yard Dumpster	12	20	240	15
	2/mo Rigid	1-96 Gal. Cart	12	15	180	15
	6/wk Refuse (M,T,W,TH,F,S) Rigid (picked up on call)	1-8 Yard Dumpster 3-96 Gal. Cart	12	435	5220	29
Edinborough 7700 York Ave. S. <i>Do not collect before 7 a.m.</i>	1/wk Refuse	1-2 Yard Dumpster	12			20
	Cardboard (picked up on call)	baled		33	396	20
	1/wk Refuse (F 1/1-11/14)	1-2 Yard Dumpster	10.5	34	357	20
	2/wk Refuse (T, F 11/15 - 12/31) Cardboard (weekly)	baled	1.5 12	75 33	112.5 396	20 15
Grandview Liquor Store 5013 Vernon Ave S	1/wk Refuse	1-2 Yard Dumpster	12			20
	Cardboard (picked up on call)	baled		33	396	20
	1/wk Refuse (F 1/1-11/14)	1-2 Yard Dumpster	10.5	34	357	20
	2/wk Refuse (T, F 11/15 - 12/31) Cardboard (weekly)	baled	1.5 12	75 33	112.5 396	20 15
Van Valkenburg Park 4935 Lincoln Drive	1/wk Refuse (M, 4/1-11/15) On call after 11/15	1-4 Yard Dumpster	7.5	43	322.5	25
	1/wk Refuse (M, 4/15-11/15)	1-4 Yard Dumpster	7	41	287	25
	1/wk Rigid (4/15-11/15)	1-96 Gal. Cart	7	10	70	15
	1/wk Paper (4/15-11/15) on-call pick up after 11/15	1-96 Gal. Cart	7	10	70	15

*wk= week ** (M)Monday, (T)Tuesday, (W)Wednesday, (TH)Thursday, (F)Friday, (S)Saturday

Rigids include: cans, glass bottles, and plastic bottles *mo=month

Annual Total Amount \$ \$26,673.80

Company Name: Aspen Waste

Authorized Signature:

Title: Ray Navarro and Tom Heuer

Address:

Phone number 612-884-8000

**EXCLUSIVE LICENSE
FOR THE COLLECTION AND DISPOSAL OF CITY PROPERTIES REFUSE &
RECYCLABLES**

THIS AGREEMENT, entered into this _____ day of _____ by and between the CITY OF EDINA, a municipal corporation existing under the laws of the State of Minnesota (hereinafter referred to as the "City"), and Aspen Waste Systems, Inc. (hereinafter referred to as the "Licensee")

WITNESSETH:

WHEREAS, the City wishes to provide for the removal and disposal of garbage and refuse from all designated City properties located within the City of Edina; and

WHEREAS, ASPEN WASTE SYSTEMS, INC., the Licensee, has tendered a bid and such bid has been accepted by the City of such work in an amount satisfactory to the City,

NOW THEREFORE, in consideration of the mutual covenants herein contained, it is agreed between the parties hereto as follows:

1. Unless otherwise expressly stated, whenever used in this Agreement, the following words shall have the meaning given them by this section:
 - a. "Refuse" shall include all solid waste products which are composed wholly or partly of garbage, trash, rubbish, organic wastes, construction debris, sweepings, cleanings, contaminated recyclables and other waste items normally resulting from the operation of the City.
 - b. "Recyclables" shall include newsprint, corrugated cardboard, boxboard, mixed office paper, magazines and catalogs, glass containers, aluminum foil and cans, steel cans and plastic bottles reasonably free from food, dirt and other contaminants. Also included as a recyclable is any other material that the City may hereafter be required to collect as a recyclable by the County or State.
2. The Licensee shall meet and comply with all the provisions of City Ordinance 705 and 1300 pertaining to the collection and storage of refuse, garbage, swill, rubbish, waste material and recyclables. The provisions of said Ordinances are hereby made a part hereof by reference thereto as if fully set out herein. The Licensee at all times shall have on file with the City Clerk proper insurance policies as required by Section 4 of said Ordinance No. 1300.
3. The Licensee promptly and at his expense shall restore all public property of the City to its former condition to the satisfaction of the City Council if any such property is damaged by the Licensee or his agents in the course of operating as refuse and recyclable collector. If the Licensee shall fail to make such restoration, the City may make such restoration and the cost thereof to be paid within five (5) days after a statement is given by the City, to be given in the

same manner as a notice under Paragraph 11 thereof, made payable upon demand for said restoration and on the same terms. The amount demanded shall bear interest, shall be collectable and may be deducted in the same manner, to the same extent, as charges for collections missed pursuant to Paragraph 6 hereof. Drivers shall take into consideration the condition of the grass and ground when attempting to reach containers with their trucks; if tracks will be left, they shall not drive across the grass and grounds.

4. The Licensee shall not cause or permit any vehicle used by it in performing its obligation to stand or remain at or near any building or residence hereunder of upon any street, alley, lot or other public place for any longer time than is actually required for the loading of refuse and recyclables.
5. The Licensee shall collect refuse and recyclables from each of the City properties as listed in the schedule of properties (Appendix A) attached hereto and hereby made a part thereof. All dumpsters shall be enclosed metal containers. Collections shall be made in accordance with a schedule of pickups to be established by the Licensee which is subject to the approval of the City Manager. When a scheduled collection day occurs on a holiday, the Licensee shall attempt to maintain the normal collection schedule or postpone collection one day. The schedule indicating collection location, container capacity and frequency of collection shall become a part of this license.
6. In the event the Licensee fails to make refuse and recycling collections as provided in Section 5 of this Agreement, the Licensee shall be notified and given until noon of the day following the scheduled collection to correct the situation. In the event collection is not made by that time, the City may charge the Licensee the amount of the average cost per cubic yard per container per location for each collection missed, such sum to be paid within five (5) days in the same manner as a notice under Paragraph 11 hereof, and to bear interest at ten percent (10%) per annum from and after said five (5) days period, until paid. Also, Licensee agrees to pay all costs of collection of said fees, with interest, including attorney fees whether suit is brought or not. In addition to any other remedies available to the City for the collection of such charges, with interest the City may deduct such charges with interest from payments then or thereafter due hereunder to the Licensee.
7. It is agreed that if collections additional to those to be made pursuant to Paragraph 5 hereof are required by the City, the Licensee will be reimbursed at the rate set forth in Appendix A attached hereto, but these additional collections shall be performed and paid for only if done at the request of the City Manager or his designee.
8. The Licensee represents, covenants and warrants that it is licensed and authorized to work in the State of Minnesota, that it understands the hazards and risks which are, or may be, presented to persons, property and the environment in performance of work under this Agreement, that it is engaged in the business of handling, storing, treating recycling and disposing of recycling and refuse, and that it has the expertise for handling and disposal of these materials that it will handle store, treat and dispose of recycling and refuse under this Agreement in full compliance with current Hennepin County plan(s). Any Municipal Solid

Waste removed from a City of Edina facility under this contract must be disposed of into the Hennepin County Solid Waste System. It may be delivered to the Brooklyn Park Transfer Station, the Hennepin Energy Resource Co. facility, the Elk River Resource Recovery Facility or the Freeway Transfer Station.

In addition, a receipt(s) from any of the aforementioned facilities that documents delivery to them, must accompany any invoice for service, prior to payment being made by the City.

9. The Licensee shall conduct the work of refuse and recyclable collection in a professional and sanitary manner, all to the satisfaction of the City Council. Drivers shall execute extreme caution when making collections in the park areas. A great many of these areas are playgrounds for children, so the drivers shall conduct themselves accordingly for the safety of these children.
10. The Licensee agrees to provide the City Manager or his designee semi-annual weight reports for recyclables collected at each location served under this agreement. Refuse weight reports for a particular location will also be provided to the City upon request.
11. This Agreement shall be in full force commencing January 1, 2013 through December 31, 2013, unless earlier terminated pursuant hereto. The cost of this Agreement, shall be as set forth in Appendix A, 2010-12 contract. The City reserves the right to extend this agreement one additional year upon approval by the City Council. Economic adjustments or fuel charges will not be negotiated or adjusted during the term of the contract. Adjustment to service frequency and containers size will be allow when mutually agreed upon. The cost of this Agreement, including Hennepin County surcharge, shall be as set forth in Appendix A for the calendar year 2013 payable monthly within ten(10) days after the City's receipt of a notice from the licensee itemizing for the then prior month the number of pickups, location of pickups and cubic yards of dumpsters at each pickup location. This Agreement may be terminated by the City if the Licensee fails to fulfill or perform and comply with the terms and conditions of the Agreement or the applicable City Ordinances, upon at least fifteen (15) days notice in writing to the Licensee mailed to him at the address set out in the first Paragraph hereof. Notice shall be deemed given upon deposit of the notice in the United States mail. In the event the Licensee for any reasons, whether or not beyond the licensee's control, fails to make recycling or refuse collections as agreed by Licensee performed and complied with upon herein for a period of seven (7) consecutive days, or fails or refuses to perform any other duty or obligation hereunder, or to the applicable City Ordinances, the City may, in addition to the other remedies available to it, and termination hereof as above provided, exercise any one or more of the remedies available to it pursuant to City Ordinances 705, 1300, and 160. The remedies of the City may be exercised together or separately, and the exercise of any one or more of these remedies shall not be deemed a waiver or release of any of those other remedies. In the event this Agreement is terminated prior to December 31, 2013, pursuant to the provisions of this paragraph 12, then the City shall pay within fifteen (15) days after such termination, and after receipt of an itemized notice of the kind specified in this Paragraph, an amount equal to the cost, determined pursuant hereto, of refuse collection by the Licensee up to and including the last date of

refuse collection by the Licensee, less however, any sums due to the City from Licensee pursuant to this Agreement including, without limitation, any sums and interest due pursuant to Paragraphs 3 and 6, but plus, however, any sums to be paid for extra collections made prior to termination pursuant to Paragraph 7 hereof.

12. Neither this Agreement or any interest hereof shall be assigned by the Licensee without the prior written consent of the City. In any event, no such assignment shall relieve the Licensee from any obligations herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

WITNESSED BY:

CITY OF EDINA

BY _____
Mayor

BY _____
City Manager

WITNESSED BY:

Aspen Waste Systems , INC.

BY _____